

**To:** BIE[lb@bienergy.co.il]  
**Cc:** Cooper, Geoffrey[cooper.geoff@epa.gov]  
**From:** Scalise, Laura  
**Sent:** Wed 10/4/2017 9:43:46 PM  
**Subject:** Water Gen NDA and MTA  
NDA with Water Gen 10.03.17 gc+ls clean version.docx  
Water Gen MTA MARKED 17-10-03 ls.docx  
Water Gen MTA CLEAN with comments 17-10-04 ls.docx

Hello Liat. I'm returning these two agreements for your review.

I am providing the NDA as a clean copy. Please make note of two comments:

1. I added one definition to the document – “Confidential Information.” I took the definition from the MTA, as you had provided it.
2. The word “improvement,” as it appears in the above definition, refers to any improvement that is disclosed by Water Gen to EPA. The use of the word “improvement” here cannot be confused with an improvement that may be patentable that was created under the CRADA. New inventions and improvements created under the CRADA are called “Subject Inventions” and are covered by the terms in Section 5 of the CRADA.

For the MTA, I've included the marked-up version along with an almost-clean version, that has some comments left in for context. Please note that in section 10 of the MTA, I've again deleted the indemnity clause. EPA cannot indemnify any party (potentially an open-ended obligation), in compliance with the Anti-deficiency Act. EPA is limited to the conditions of the Federal Torts Claims Act.

I will get to the CRADA in the next day or two.

Have a pleasant holiday! - Laura

*"Everything should be made as simple as possible,*

*but not simpler." - Albert Einstein*

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